

US EPA RECORDS CENTER REGION 5



489206

March 17, 1989

Susan Swales
Superfund Program Management Branch
5 HSM-12
U. S. Environmental Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604

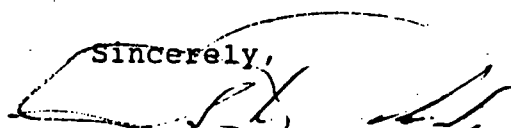
Dear Susan:

I am writing in answer to your letter of March 8, 1989.
In response to your letter, I am listing the following
information to the best of my knowledge.

- 1-a: Walerko performs machining, tool and die work
at our facility.
- b: Our manufacturing processes are cleaning of parts
in water.
- c: Wastes generated are water.
- d: SIC number is: 3544
- 2-a: Himco Waste Away disposes of our cardboard boxes,
paper cups, and paper. Thomas Walerko is the individual
responsible for the disposal of waste materials.
- 3: Walerko makes yearly arrangements with Himco to
dispose of waste.
- 4: There are no shipping documents for the disposal.
- 5: The common names of the wastes disposed are
Cardboard-boxes paper cups and paper.

In conclusion, Cardboard-boxes, paper cups and paper are
disposed of by Himco Waste Away. Their are no hazardous
wastes disposed by Himco Waste Away.

Sincerely,



Thomas E. Walerko



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

MAR 13 1980

MARCH 23RD
NEXT GAFI
THURSDAY

REPLY TO THE ATTENTION OF
5HSM-12

MAR 08 1989

MARCH 18TH SATURDAY
10 DAYS (TODAY)

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Walerko Tool & Engineering
1935 W. Lusher
Elkhart, IN 46517

Re: Himco Landfill, Elkhart, Indiana
County Road 10

Dear Sir:

In a request for information the U.S. Environmental Protection Agency (U.S. EPA) requested that you furnish information and copies of records describing your company's involvement with the release of hazardous substances, pollutants and contaminants. You acknowledged receipt of this certified mail and a copy of the information request and return receipt are enclosed. You were advised that this information was being requested pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and pursuant to Section 3007 of the Resource Conservation and Recovery Act (RCRA). Responses to these information requests were due to U.S. EPA within 30 days from your receipt of the requests. U.S. EPA has not yet received any information from your company in response to this information request, despite the fact that the applicable deadline has passed. We hereby request that you promptly respond to this information request. It is U.S. EPA's position that failure to comply with the information request within the specified time period is a violation of federal law which may result in administrative or civil enforcement action.

U.S. EPA is currently evaluating which of its enforcement options might be most appropriately taken in response to noncompliance with its information request relative to Himco Landfill County Road 10 and will decide on a course of action shortly. In order to mitigate the extent of any enforcement actions that may be forthcoming in this matter, your company is hereby encouraged to comply in full with the information request within ten (10) calendar days from the receipt of this letter.

In responding to this information request include any and all information relating to the following companies:

Himco Waste Away
Himco, Inc.

1. Provide a description of your business, including:

- a. type of work performed at your facility;
- b. manufacturing processes;
- c. wastes generated;
- d. waste disposal practices;
- e. SIC number.

2. Provide a list of all companies and individuals with which you made arrangements with to dispose of hazardous wastes. Also identify the individual responsible for making arrangements for the disposal or treatment of waste materials at your facility.

3. Did you ever make arrangements for disposal of waste materials with Himco, Inc. or Himco Waste-Away or any other company to dispose of waste at the Site? If the answer is "yes" to this question, please answer the following questions.

4. Provide copies of all shipping documents, or other business documents including receipts, relating to the transportation, storage and/or disposal of waste materials at the above referenced site.

5. Provide the generic, common or trade name and the chemical composition and character (i.e. liquid, solid, sludge) of the materials transported to, stored and/or disposed of at the above referenced site.

6. For each waste material identified above, please give the total volume in gallons for liquids and in cubic yards for solids, for which you arranged disposal and list the dates when disposal occurred.

7. Provide copies of all records, including analytical results, and material safety sheets, which indicate the chemical composition and/or chemical character of the waste material(s) transported to, stored, or disposed of at the above referenced site.

8. Provide a list and description of all liability insurance coverage that is or was carried by you, including any self-insurance provisions that relate to hazardous substances and/or the facility identified above.

To assist you in answering this request, the information sought pertains to any and all information in your possession, custody or control relating to the operation/cleanup of the above referenced site and to the transportation, storage, and/or disposal of hazardous substances, or the generation of

3-23-79
HUCK F/11/11
1974

hazardous substances which were ultimately disposed of, or offered for disposal at the site. The relevant time period for this request is from 1960 through the present.

For purposes of this information request, "shipping documents" shall mean all contracts, agreements, purchase orders, requisitions, pick-up, or delivery tickets, customs forms, freight bills, shipping memoranda, order forms, weight tickets, work orders, manifests, shipping orders, packing slips, shipping logs, bills of lading, invoices, bills, and any other similar documents that evidence discrete transactions involving shipment or the arrangement for shipment of waste materials to or through the discrete transactions involving shipment or the arrangement for shipment of waste materials to or through the above referenced site. "Waste materials" shall mean hazardous substances, solid wastes and hazardous wastes and other materials which may or may not contain pollutants and shall include reclaimed and off-specification materials of any kind.

This information should be sent to the following:

Ms. Susan Swales (SHS-11)
Waste Management Division
U.S. EPA - Region V
230 South Dearborn Street
Chicago, Illinois 60604

The information sought herein must be sent to U.S. EPA within 30 calendar days of your receipt of this letter. Under Section 3008 of RCRA, 42 U.S.C. 6902, and under Section 104(e)(5) of CERCLA, 42 U.S.C. 69604(e)(5) failure to comply with this request may result in an enforcement action against you by U.S. EPA.

The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may request however, that such information be handled as confidential business information. A request for confidential treatment must be made when the information is provided, since any information not so identified will not be accorded this protection by the U.S. EPA. Information claimed as confidential will be handled in accordance with the provisions of 40 C.F.R. Part 2.

The written statements submitted pursuant to this request must be notarized and submitted under the signature of a duly authorized corporate official certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief and that a diligent search for all documents responsive to this request has been completed. All documents submitted to Region V pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find, at any time after the submittal of the requested information, that any portion of the submitted information is false, the signatory should notify U.S. EPA promptly. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted pursuant to 18 U.S.C. 6101.

MAR 13 1988

NOV 10 1988

545-11

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Hince Landfill
Elkhart, Indiana

Dear Sir or Madam:



The United States Environmental Protection Agency (U.S. EPA) is presently investigating the circumstances surrounding the presence of hazardous substances in and around the Hince Landfill Site in Elkhart, Indiana. This action is being taken by U.S. EPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) 42 U.S.C. 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. 99-499.

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9604(e), amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499, and pursuant to Section 3007 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6607, you are hereby requested to respond to the following Information Requests. Compliance with the following Information Requests is mandatory. Failure to respond fully and truthfully to each and every Information Request within 30 days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by U.S. EPA pursuant to Section 3008 of RCRA under which U.S. EPA may seek the imposition of penalties of up to \$25,000 for each day of continued noncompliance, and/or pursuant to Section 104(e)(5) of CERCLA which, as amended, authorizes the U.S. EPA to seek penalties from a federal court of up to \$25,000 for each day of continued noncompliance. "Noncompliance" is considered by U.S. EPA to be not only failure to respond to the Requests but also failure to respond completely and truthfully to each Request. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties up to \$10,000 or up to five (5) years of imprisonment or both under 18 U.S.C. 51001.

WALERKO TOOL & ENGINEERING CORP.
1935 W. LUSHER • ELKHART, INDIANA 46517

16738

REFERENCE NUMBER	REFERENCE DATE	REFERENCE AMOUNT	DISCOUNT	NET	VENDOR CODE
WKR		3421.67	.00	3421.67	
VOUCHER TOTALS		3421.67	.00	3421.67	

 WALERKO TOOL AND ENGINEERING CORPORATION 1935 W. LUSHER • ELKHART, INDIANA 46517		 First National Bank <small>301 South Main Street P.O. Box 460 Elkhart Indiana 46515</small>	71-114 712				
PAY EXACTLY ****3,421 DOLLARS AND 67 CENTS		16738	<table border="1"> <tr> <th>DATE</th> <th>NUMBER</th> </tr> <tr> <td>10/22/91</td> <td>16738</td> </tr> </table>	DATE	NUMBER	10/22/91	16738
DATE	NUMBER						
10/22/91	16738						
PAY TO THE ORDER OF TIER 1 INSTALLMENT DE MINIMIS TRUST FUND FIRST TRUST BANK ST PAUL MN 55101		<table border="1"> <tr> <th>PAY THIS AMOUNT</th> </tr> <tr> <td>\$3,421.67</td> </tr> </table>		PAY THIS AMOUNT	\$3,421.67		
PAY THIS AMOUNT							
\$3,421.67							
		NON-NEGOTIABLE AUTHORIZED SIGNATURE _____					

⑈016738⑈ ⑈071201142⑈ 92125⑈0025⑈

Wayne Reclamation and Recycling, Inc. Site

Tier I - Installment De Minimis Invoice

Date: September 25, 1991

Walerko Tool & Engineering Corp.
c/o Mr. Edward M. Walerko
President
1935 W. Lusher Avenue
Elkhart, IN 46517

Invoice to Tier I Installment De Minimis Settlers

This invoice is for the first of two equal payments for the amount owed under the Wayne Reclamation and Recycling, Inc. ("WRR") site consent decree. Payment is due with a copy of this invoice immediately. Payments received after October 23, 1991 may be assessed interest at an 18% annual rate.

Amount Due \$ 3,421.67

Consenting Organization(s):

Walerko Tool & Engineering Corp.

Payment to be made on behalf of:

Walerko Tool & Engineering Corp.

Please enter the amount of payment. \$ 3421.67

Checks must be made payable to the "Tier I Installment De Minimis Trust Fund."

Please remit your payment and a copy of this invoice to:

Jodi Keeley
First Trust Bank
180 East Fifth Street, 2nd Floor
St. Paul, Minnesota 55101

app. 1-1-81
**WAYNE RECLAMATION AND RECYCLING INC.
SUPERFUND SITE**

**SIGNATURE PAGE FOR
THE TIER 1 WAYNE RECLAMATION AND RECYCLING INC.
INSTALLMENT DE MINIMIS TRUST FUND AGREEMENT**

The undersigned party, by signing this signature page hereby agrees to abide by and be bound to all the terms, conditions, and requirements set forth in the Tier 1 Wayne Reclamation and Recycling Inc. Installment De Minimis Trust Fund Agreement.

Walerko Tool whose true name is: Walerko Tool & Engineering Corp.

NAME OF DE MINIMIS SETTLOR

35-0921556

NAME OF COMPANY COMPLETING THIS
FORM IF DIFFERENT FROM ABOVE

EMPLOYER TAX IDENTIFICATION
NUMBER AND NAME OF
COMPANY THAT MAY BE
ELECTING TO TAKE THE
DEDUCTION *

Address

1935 W. Lusher Avenue

Elkhart, In. 46517

By:

Edward M. Walerko

Name of Officer (Type)


(Signature of Officer)

President

Title

If different from above, the following is the name and address of this De Minimis Settlor's agent for service of process:

Name

Address

The above De Minimis Settlor must provide prior notice to those persons designated to receive such notice in the Consent Decree of any change in the identity or address of the De Minimis Settlor or its agent for service of process.

* If the company contributing to the trust fund is different from the De Minimis Settlor, consult your accountant or tax attorney to determine which tax identification number should be listed and which company may be electing to take the deduction.

WAYNE RECLAMATION AND RECYCLING INC.
SUPERFUND SITE

SIGNATURE PAGES
FOR RD/RA SETTLORS AND DE MINIMIS SETTLORS

The undersigned party, by signing these Signature Pages hereby consents to abide by and be bound to all the terms, conditions, and requirements set forth in the foregoing Consent Decree in U.S. v. Active Products Corp.

Walerko Tool whose true name is: Walerko Tool & Engineering Corp.

NAME OF RD/RA OR DE MINIMIS SETTLOR

Same

NAME OF COMPANY COMPLETING THIS
FORM IF DIFFERENT FROM ABOVE

Address

1935 W. Lusher Avenue

Elkhart, In 46517

By: Edward M. Walerko

Name of Officer (Type)



(Signature of Officer)

President

Title

If different from above, the following is the name and address of this RD/RA or De Minimis Settlor's agent for service of process:

Name

Address

The above RD/RA or De Minimis Settlor must provide prior notice to those persons designated to receive such notice in the Consent Decree of any change in the identity or address of the RD/RA or De Minimis Settlor or its agent for service of process.

THIS PAGE MUST BE COMPLETED BY DE MINIMIS SETTLORS ONLY

The above signed De Minimis Settlor hereby indicates which of the available settlement and payment options it has selected to fulfill its obligations under this Consent Decree.

TIER 1 SETTLEMENT OPTION

Company Name:

Walerko Tool - whose true name is: Walerko Tool & Engineering Corp.

The Tier 1 settlement option is based upon the payment of 3.0 times the De Minimis Settlor's share of estimated RD/RA and oversight costs in exchange for which the Tier 1 Settlor receives a complete release, as more fully described in the Consent Decree. (This option is available to all De Minimis Settlers.)

Payment Schedule Option (select one):

Tier 1 Wayne Reclamation and Recycling Inc.
De Minimis Lump Sum Trust Fund

_____ ✓

Tier 1 Wayne Reclamation and Recycling Inc.
Installment De Minimis Trust Fund

TIER 2 SETTLEMENT OPTION

Company Name:

The Tier 2 settlement option is based upon the payment of 2.0 times the De Minimis Settlor's share of estimated RD/RA and oversight costs in exchange for which the Tier 2 Settlor receives a complete release until total response costs exceed \$15 million, as more fully described in the Consent Decree. (This option is available only to those De Minimis Settlers that are allegedly responsible for between 0.2% and 1.0% of the waste at the Facility.)

Payment must be made to the Tier 2 Wayne Reclamation and Recycling Inc. De Minimis Trust Fund.

RD/RA SETTLEMENT OPTION

Company Name:

The RD/RA Settlor settlement option is based upon the payment of 1.0 times the RD/RA Settlor's share of all actually incurred RD/RA and oversight costs with no release for cost overruns and additional costs due to remedy failure as more fully described in the Consent Decree. (This option is available to only those De Minimis Settlers that are allegedly responsible for between 0.2% and 1.0% of the waste at the Facility.)

WALERKO TOOL & ENGINEERING CORP.
1935 W. LUSHER • ELKHART, INDIANA 46517

4382

REFERENCE NUMBER	REFERENCE DATE	REFERENCE AMOUNT	DISCOUNT	NET	VENDOR CODE
JOINT, BENTON		400.00	.00	400.00	
VOUCHER TOTALS ▶		400.00	.00	400.00	



1935 W. LUSHER
 ELKHART, INDIANA 46517

FIRST NATIONAL BANK
 Elkhart/Goshen/Nappanee/Bristol
 P.O. BOX 400 ELKHART, INDIANA 46515

71-114
 712

4382

DATE	NUMBER
08/06/96	4382
PAY THIS AMOUNT	
\$400.00	

PAY EXACTLY *****400 DOLLARS AND 00 CENTS

PAY TO THE ORDER OF

WDR RI/PS TRUST FUND
 PO BOX 405
 COLUMBIA CITY IN 46725

NON NEGOTIABLE
 AUTHORIZED SIGNATURE

⑈004382⑈ ⑆071201142⑆ 12⑈035⑈764⑈

Timothy J. Bloom, Esq.
Bloom, Bloom & Fleck
111 West Market Street
P.O. Box 405
Columbia City, Indiana 46725

Ch # 4382
8/6/86

Re: Contribution to RI/FS Administrative Fund

Dear Mr. Bloom:

On behalf of WALERKO TOOL & ENGINEERING CORP. [company's name], the undersigned contributes \$400.00 [insert amount of contribution share according to RI/FS Administrative Fund formula] to the RI/FS Administrative Fund for the WRR site to be used for the purposes set forth in a letter dated July 25, 1986 from William N. Hall and Dixie L. Laswell. We expressly understand that this allocation is not binding on our company for any future purposes and does not constitute an admission of liability.

We expressly acknowledge that this letter and contribution share and the performance and reimbursement of "common benefit" legal work shall not be deemed to constitute or give rise to any conflict of interest relating to Breed, Abbott & Morgan's and Gessler, Wexler, Flynn, Laswell & Fleischmann, Ltd.'s continued representation of Gripco and the Borg-Warner Corporation, respectively, in the Wayne Reclamation and Recycling matter, even if either law firm or company asserts a position which may be adverse to that of another company.

om, Esq.

My name, job title, company, address, and telephone number are as follows:

Name: Thomas E. Walerko

Job Title: Vice-president

Company: WALERKO TOOL & ENGINEERING CORP.

Address: 1935 W. Lusher Avenue

Elkhart, Indiana 46517

Telephone: (219) 295-2233

The name of the company I represent as it appears on EPA's waste summary report is _____.

Sincerely,

(Signature)



8/6/86

(Date)

WALERKO TOOL & ENGINEERING CORP.
1935 W. LUSHER • ELKHART, INDIANA 46517

4045

REFERENCE NUMBER	REFERENCE DATE	REFERENCE AMOUNT	DISCOUNT	NET	VENDOR CODE
6/24/86				1,500.00	
VOUCHER TOTALS ►					

 WALERKO	1935 W. LUSHER ELKHART, INDIANA 46517	FIRST NATIONAL BANK <small>Elkhart/Goshen/Neppanee/Bristol P.O. BOX 400 ELKHART, INDIANA 46518</small>	71-114 712	DATE	NUMBER
				6/24/86	4045
PAY EXACTLY **1500***** DOLLARS AND **no*CENTS				PAY THIS AMOUNT ***\$1,500.00***	
PAY TO THE ORDER OF WRR Trust Fund					
				 AUTHORIZED SIGNATURE	

⑈004045⑈ ⑆071201142⑆ 12⑈035⑈764⑈

WALERKO TOOL & ENGINEERING CORP.
1935 W. LUSHER • ELKHART, INDIANA 46517

4052

REFERENCE NUMBER	REFERENCE DATE	REFERENCE AMOUNT	DISCOUNT	NET	VENDOR CODE
6/24/86				\$100.00	
VOUCHER TOTALS ►					



1935 W. LUSHER
ELKHART, INDIANA 46517

FIRST NATIONAL BANK
Elkhart/Goshen/Nappanee/Bristol
P.O. BOX 400 ELKHART, INDIANA 46518

71-114
712

4052

DATE	NUMBER
6/24/86	4052
PAY THIS AMOUNT	
\$100.00	

PAY EXACTLY ****100*****DOLLARS AND **no**CENTS

PAY TO THE ORDER OF WRR Administrative Fund


AUTHORIZED SIGNATURE

⑈004052⑈ ⑆071201142⑆ 12⑈035⑈764⑈

PARTICIPATION AGREEMENT
FOR REMOVAL ACTION AT WRR CERCLA SITE

WHEREAS, the United States Environmental Protection Agency ("EPA") has determined that an actual or threatened release of hazardous substances, as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), from the Wayne Reclamation and Recycling, Inc. ("WRR") site located at Daniel Drive, Columbia City, Indiana, ("WRR Site" or the "Site") may present an imminent and substantial endangerment to the public health, welfare or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), and

WHEREAS, the EPA has further determined that certain parties, including each of the undersigned Participants hereto is a "person" and a "responsible person" within the meaning of CERCLA, and

WHEREAS, the undersigned Participants, without admitting any issues of fact or law or any liability or responsibility for the alleged release or threatened release of hazardous substances, are desirous of minimizing the costs of litigation and have thus agreed to undertake the actions required by the terms and conditions of an Administrative Order by Consent in the form appended hereto, the final form of which is to be executed by the Participants and EPA, and

WHEREAS, the Participants desire to define their mutual rights and obligations with respect to fulfilling the terms and conditions of the Administrative Order by Consent and to establish a trust fund to provide for payment of the Participants' obligations under the Administrative Order by Consent, including the Participants' Contractors' costs for performing certain removal actions and certain other expenditures required by or necessary to the administration of Participants' obligations under the Administrative Order by Consent.

Participants' Trustee shall disregard the amount of the late charge when recomputing shares pursuant to Paragraph 7 of this Participation Agreement for purposes of making additional assessments to or distributions from the Trust. Any such additional Participant shall be placed in its appropriate class by the Participants' Trustee who shall then recalculate in accordance with Paragraph 7 of this Participation Agreement the respective shares of each Participant as are required to fulfill the purposes of this Participation Agreement.

E. As a further condition to becoming a party to this Agreement, and as a further obligation under this Agreement, each Participant shall have paid to the "Administrative Fund" the amount required of it at or before the time of execution of this Agreement. The Administrative Fund shall be used to defray administrative expenses incurred by the Wayne Reclamation and Recycling Steering Committee, which has acted and continues to act on behalf of the Participants in achieving a resolution of the issues encompassed by the Administrative Order by Consent. Each Participant's contribution to the Administrative Fund is determined by the following formula based on the amount of its waste that allegedly went to the WRR Site, as stated by EPA's Waste Summary Report, attached hereto as Exhibit A.

Generators of less than 20,000 gallons	\$100.00
Generators of 20,000 to 100,000 gallons	\$500.00
Generators of over 100,000 gallons	\$1,000.00

The contribution to the Administrative Fund shall be paid by check made payable to "Bloom, Bloom & Fleck Trust Account," and shall be sent to Timothy J. Bloom, Esq., Bloom, Bloom & Fleck, 111 West Market Street, P.O. Box 405, Columbia City, Indiana, 46725.

3. Additional Obligations of Wayne Reclamation and Recycling, Inc., Holmes & Co. and the City of Columbia City as Participants.

A. Wayne Reclamation and Recycling, Inc. shall pay into the WRR Trust Fund the sum of \$100,000 on or before August 6, 1986. Wayne Reclamation and

Administrative Order by Consent. The Participants understand that the contributions made to the Trust Fund pursuant hereto, and the allocation of shares set forth herein, are solely for purposes of funding and fulfilling the terms and conditions of the Administrative Order by Consent and are not binding or applicable to the liability or responsibility for, or remedy of matters not covered under the Administrative Order by Consent.

7. Participants' Allocation of Shares.

The Participants have based the amount of their respective contributions on the amount and type of each Participant's waste that allegedly went to the WRR Site, as stated by EPA's Waste Summary Report, attached hereto as Attachment A. The Participants recognize that the Waste Summary Report may contain inaccuracies, omissions, or other errors and, therefore, may not be representative of actual waste volumes or characteristics in general or of any particular Participant. The Waste Summary Report is referenced herein by the Participants solely as an administratively convenient method for determining the respective contributions which each shall make to the WRR Trust. For purposes of this Participation Agreement, the terms "oil decanting pond," "sludge ravine," "buried barrel area," "tar pit," and "monitoring wells" refer to the areas designated on Attachment B. "Class A Participant" means (1) a Participant generating less than 2% by volume of the total waste, as set forth in EPA's Waste Summary Report, (2) Wayne Reclamation and Recycling, Inc., and (3) Holmes & Co. Participants generating 2% or more by volume of waste, as set forth in EPA's Waste Summary Report, are individually designated in Attachment C as: (1) a "Class B Participant" because it allegedly contributed predominately waste oil to the WRR Site; (2) a "Class C Participant" because it allegedly contributed predominately electroplating sludge to the WRR Site; or (3) a "Class D Participant" because it allegedly contributed predominately ink residues to the WRR Site. The City of Columbia City is the Class E Participant.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF

5CS-16

MAR 06 1986

Dixie Laswell
Gessler, Wexler, Flynn
Laswell & Fleischman
3180 National Plaza
Suite 2300
Chicago, Illinois 60602

Re: Wayne Reclamation
Columbia City, Indiana

Dear Ms. Laswell:

Enclosed please find an updated contribution list both in alphabetical and in rank order based on the State of Indiana Hauler Reports regarding the above referenced site. This is a similar list to the previous one you received on February 11, 1986. Some corrections have been made after the prior list was reviewed. However, data we have recently received in response to our 104(e) requests is not included. Please note that this is a draft list. This list, as well as the first two lists issued to you, is considered preliminary, furnished in the course of negotiations and not binding on the United States Environmental Protection Agency and the Federal Government.

Very truly yours,

A handwritten signature in cursive script, reading "Michael R. Berman".

Michael R. Berman
Assistant Regional Counsel

Enclosure

ATTACHMENT C

Class A Participants

Volume of Waste (in Gallons) Based on EPA Waste Summary Report (Attachment A)

1 - 1,180
1,181 - 5,900
5,901 - 11,800
11,801 - 23,600
23,601 - 59,000
59,001 - 118,000

Donation Per Participant

\$1,500
2,000
3,000
5,500
7,500
11,000

Wayne Reclamation and Recycling, Inc.
Holmes & Co.

\$100,000
To be negotiated

Class B Participants

<u>Company</u>	<u>Oil Pit</u>	<u>Sludge Ravine</u>	<u>Common Costs</u>	<u>Con- tingency Fund</u>	<u>Total</u>	<u>Total Share of Contributions (Excluding Con- tingency Fund) as % of All Partici- pants Except Class A Participants</u>
Borg Warner	5,328	2,504	8,192	1,750	\$ 17,774	4.0%
Dana	7,200	3,384	11,070	1,750	23,404	5.4
Dayton Walther	2,352	1,105	3,616	1,750	8,823	1.8
Douglas	3,120	1,466	4,797	1,750	11,133	2.4
Electric Motors	3,072	1,443	4,723	1,750	10,988	2.3
Essex	7,914	3,720	12,167	1,750	25,551	5.9
Gripco	13,824	6,497	21,254	2,558	44,133	10.4
Lock Joint	2,400	1,128	3,690	1,750	8,968	1.8
McGill	2,832	1,331	4,354	1,750	10,267	2.1
					<u>\$161,041</u>	<u>36.1%</u>

Class C Participants

<u>Company</u>	<u>Sludge Ravine</u>	<u>Common Costs</u>	<u>Con- tingency Fund</u>	<u>Total</u>	<u>Total Share of Contributions (Excluding Con- tingency Fund) as % of All Partici- pants Except Class A Participants</u>
Rieke	48,797	15,400	6,715	\$ 70,912	16.0%
Stanadyne/Stanscrew	36,598	11,512	4,030	52,140	12.0

**WAYNE WASTE OIL
WASTE SUMMARY REPORT**

DATE: 3/ 4/1986
PAGE: 19

GENERATOR -----		WASTE TYPE -----	BARRELS -----	GALLONS -----	% OF TOTAL GALL -----
SUPERIOR WASTE SYSTEMS	SOUTH BEND, IN	WASTE OIL	-	450.000	0.008
			0	450.000	0.008
UNITED TECH AUTOMOTIVE (See Essex International)	HUNTINGTON, IN	OIL AND WATER	-	2760.000	0.047
			0	2760.000	0.047
UNIVERSAL TOOL & STAMP	BUTLER, IN	ACRYLIC LATEX PAINT	-	1100.000	0.018
		DRAWING COMPOUND	-	5390.000	0.091
		ELECTRO PLATING SLUDGE	-	15243.120	0.257
		METAL HYDROX SLUDGE	-	13185.000	0.223
		NOT INDICATED	-		
		PAINT SCRAPINGS	-	1485.000	0.025
		SLUDGE	253	163915.000	2.768
			253	199918.120	3.382
VALLEY MACHINE PRODUCTS	ELKHART, IN	WASTE OIL	-	440.000	0.007
			0	440.000	0.007
VITREOUS STEEL	NAPPANEE	WASTE OIL	-	220.000	0.004
			0	220.000	0.004
VULCRAFT	ST. JOE	WASTE OIL	-	930.000	0.015
			0	930.000	0.015
WABASH BOX	FT. WAYNE, IN	OIL	-	900.000	0.015
		WASTE OIL	-	400.000	0.007
			0	1300.000	0.022
WALERKO TOOL	ELKHART, IN	WASTE OIL	-	900.000	0.015
			0	900.000	0.015

April 8, 1986

William N. Hall, Esq.
Breed, Abbott & Morgan
1875 Eye Street, N.W.
Washington, D.C. 20006

Dear Mr. Hall:

Your letter dated April 1, 1986 in reference to the Wayne Reclamation and Recycling CERCLA Site, Columbia City, Indiana and delivered to Walerko Tool & Die, Inc. (without, however, denominating the addressee) has been referred to this office for reply. Since the letter dated April 1, 1986 and its enclosure dated March 28, 1986 contain inconsistent terms and provisions, and since Walerko Tool & Die has received no previous indication of its involvement of this matter, we are unable to affirmatively respond that our client will voluntarily contribute the sums suggested in your various letters. Without additional information concerning the nature of the claims against Walerko Tool & Die, as well as further explanations of the terms of any proposed "buy-out" or release and indemnity agreements, the principals of the corporation are unable to make an informed judgment regarding this matter, and especially within the period of seven days stipulated by you for acquiescence.

Accordingly, to consider participation in this arrangement, we must be provided with the specifics concerning the naming of Walerko Tool & Die as a potentially responsible party herein, when in fact such designation was made or will be made, and the terms of any buy-out, release or indemnification instrument contemplated by you. If a consent order and participation agreement has been drafted or proposed, we will also require that a copy of that document be provided. Finally, an indication of the potential costs involved in the remainder of the phases of this project, and the contemplated formula for allocation of the costs to the participants should also be furnished. With this information in hand, we would be in a position to respond in substance to your communications.

Very truly yours,

DANIELS, SANDERS & PLANOWSKI

Robert T. Sanders III

KTS/sf
bcc: Mr. Thomas Walerko

BREED, ABBOTT & MORGAN

INTERNATIONAL SQUARE

1875 EYE STREET, N.W.

WASHINGTON, D.C. 20006

(202) 466-1100

WRITER'S DIRECT DIAL
(202) 466-1118

NEW YORK OFFICE
183 EAST 63RD STREET
NEW YORK, N.Y. 10022

April 1, 1986

Re: Wayne Reclamation and Recycling ("WRR")
CERCLA Site, Columbia City, Indiana

Dear Sir or Madam:

According to information generated by the United States Environmental Protection Agency ("EPA"), your company is potentially liable for a cleanup action that EPA is requiring at the Wayne Reclamation and Recycling (Wayne Waste Oil) Site in Columbia City, Indiana pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 et al. As background, in November, 1985, EPA contacted over 70 companies to inform them that they are Potentially Responsible Parties ("PRPs") under CERCLA because WRR hauled their waste to the site. These PRPs formed a Steering Committee, which is chaired by our firm, to negotiate with EPA for the PRPs to conduct a voluntary cleanup at the site. Subsequently, EPA issued a Waste Summary Report for the WRR site, based on more current information, that identifies your company as a generator of waste that WRR hauled to the site. Although we understand that EPA has not contacted you yet, the Agency has informed us that it intends to issue a letter identifying your company as a PRP.

The Steering Committee is in the final stages of negotiating a favorable Consent Order with the Agency to conduct a voluntary cleanup at the WRR site. As explained more fully in the enclosed letter dated March 28, 1986, the Steering Committee believes it will be substantially less expensive for the PRPs to conduct the cleanup rather than for EPA to perform the cleanup and then sue all PRPs for reimbursement of their cleanup and litigation costs under

April 1, 1986

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CERCLA.¹ As explained in the attached letter, the Steering Committee has developed a cost allocation formula for dividing the cleanup cost among all PRPs, including your company. The EPA Waste Summary Report that identifies your company as a generator of waste that was hauled by WRR to the site is attached to the March 28th letter as Attachment A.

Please read the March 28th letter carefully. The Steering Committee is requesting that you provide, by April 18, 1986, an expression of your company's willingness to participate in the voluntary cleanup action according to the cost allocation formula contained therein. If a sufficient number of PRPs are willing to join the voluntary cleanup action, then the PRPs and your company will be able to dramatically reduce their ultimate liability and avoid the high costs of litigation concerning the immediate removal activities at the WRR site.

You should be aware that CERCLA imposes strict liability (without regard to fault) and joint and several liability on all generators of "hazardous substances" disposed of at a CERCLA site. Thus, your company's failure to participate in a voluntary cleanup will result in lawsuits being filed by EPA and/or participating PRPs to recover the cleanup costs incurred. This unfortunate scenario can be avoided if you join our group effort to conduct a voluntary cleanup.

If you have any questions concerning the above or would like additional information, please do not hesitate to contact the undersigned or any other Steering Committee

¹ The cost for EPA to perform the cleanup would appear to exceed \$900,000, while the contractor that the Steering Committee recommends retaining would perform the same work for \$636,834, subject to certain conditions.

April 1, 1986
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member listed in Attachment E to the March 28th letter. We look forward to the prompt receipt of your expression of intent to participate in the voluntary cleanup action.

Sincerely,

William N. Hall

Barry L. Malter
William N. Hall
Chairman, WRR Steering Committee

WNH/lc
Enclosures

Low Volume Generator Contribution Formula

<u>Gallon Range</u>	<u>% of Total Gallons</u>	<u>Contribution Share</u>	<u>Number of Companies</u>
1 - 1,180	.001 - .02	\$ 1,500	36
1,181 - 5,900	.02 - .1	\$ 2,000	31
5,901 - 11,800	.1 - .2	\$ 3,000	8
11,801 - 23,600	.2 - .4	\$ 5,500	14
23,601 - 59,000	.4 - 1	\$ 7,500	15
59,001 - 118,000	1 - 2	\$11,000	6